



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

June 23, 2009

### **REVISED**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**PUBLIC HEARING TO INCREASE AND SET FILM AND STILL PHOTOGRAPHY  
PERMITTING SERVICES FEES  
AND APPROVAL OF AMENDMENT NUMBER ONE TO THE FILM L.A. AGREEMENT  
FOR FILM AND STILL PHOTOGRAPHY PERMITTING SERVICES BY AND  
BETWEEN COUNTY OF LOS ANGELES AND FILM L.A.  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

### **SUBJECT**

Approval to increase fees to be charged for film and still photography permitting services as follows: Application Fee: \$625 and Still Photography Permit Rider Fee: \$20; and to set fees to be charged for film and still photography permitting services as follows: Still Photography Permit Fee (Daily): \$60; Notification Fee: \$155 for each film shoot and \$100 for each still photography shoot; and Monitoring Fee: \$30 per hour for hours 1-8, \$45 per hour for hours 9-12, and \$60 per hour for hours over 12; and request approval of amendment number one to the current Film L.A. agreement, Number 68335, for film and still photography permitting services, extending the term for six months, with two optional three month extensions. The current Film L.A. agreement expires June 30, 2009. Additional time is needed to assess the feasibility of renewing a sole source agreement with the current vendor or considering a new vendor; and to negotiate new terms and conditions under either circumstance.

### **IT IS RECOMMENDED THAT YOUR BOARD AFTER THE PUBLIC HEARING:**

1. Approve establishment of fee increases to be charged for film and still photography permitting services as follows: Application Fee: \$625, and Still Photography Permit Rider Fee: \$20; and to set fees to be charged for film and still photography permitting services as follows: Still Photography Permit Fee (Daily): \$60; Notification Fee: \$155 for each film shoot

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

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and \$100 for each still photography shoot; and Monitoring Fee: \$30 per hour for hours 1-8, \$45 per hour for hours 9-12, and \$60 per hour for hours over 12.

2. Approve and instruct the Chairman of the Board of Supervisors to execute the no-cost amendment number one to the Film L.A. agreement, Number 68335, for film and still photography permitting services, to extend the term for six months, with two optional three month extensions. ~~referred as "Version A" which contains: 1) in Section 5 - Records Retention and Inspection/Audit Settlement, paragraph one, standard language, with additional language suggested by the County, allowing Film L.A. to mark materials as "confidential" which, unless otherwise required by law or court order, would not be released by the County if such materials are shielded from public disclosure by the Public Records Act, provided that Film L.A. agrees to defend and indemnify the County on a related Public Records Act request; and 2) in Exhibit A - Statement of Work, paragraph Z, requirement of written notification to all residential and commercial buildings located within 500 feet of the area designated for film crew parking.~~
3. Authorize the Chief Executive Officer or his designee to execute the two optional three month extensions, as appropriate.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Film L.A. (formerly Entertainment Industry Development Corporation) is a non-profit entity that was jointly established by the County of Los Angeles (County) and City of Los Angeles (City) in 1995 for the purpose of creating a "one-stop shop" for production companies to apply for film and still photography permits. The current agreement expires June 30, 2009.

Over the last several years, the Chief Executive Office (CEO) has met with the City which advised the County of its intent to explore the possibility of issuing a request for proposals for the film and still photography permitting services versus continuing with the City's Film L.A. sole source agreement. The City has amended its contract with Film L.A., and the current amendment expires on December 31, 2009.

Last year, the City released a Request for Information (RFI) but delayed further action until May 2009. Specifically, the CEO learned that, based upon the response to the RFI and an apparent determination that there was qualified competition to Film L.A.; the City issued a Request for Proposals (RFP) for services on May 5, 2009. The City staff informed the CEO that they are expecting to receive bids from approximately six firms, including Film L.A.

The City's action, combined with the prolonged process of crafting a new agreement, require the reassessment of the County entering into a new sole source agreement with Film L.A. Therefore, the purpose of this recommendation is to execute the attached amendment number one ~~("Version A")~~ (Attachment I) to the current Film L.A. agreement, for purposes of updating the agreement consistent with State law requirements and your Board's adopted contracting policies, and to extend the term for six months, with two optional three month extensions, at the sole discretion of the CEO. The City's RFP outcome is important if it is your Board's desire to continue the one-stop concept to improve local governmental responsiveness to the film industry and

streamline the respective film permitting operations within the County and City.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). Having a contractor that has the specialized expertise to provide film and still photography permitting services accurately, efficiently, and responsively will support the County in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. For the performance of the film and still photography permitting coordination services, Film L.A. shall be allowed to charge and retain various permit application fees from its film industry customers. The amendment number one to the current Film L.A. agreement allows for the increase and setting of the permit application fees as follows:

<b><u>Fee Type</u></b>	<b><u>Current Fee</u></b>	<b><u>Proposed Fee</u></b>
<u>Application Fee</u>	<u>\$450</u>	<u>\$625</u>
<u>Application Rider Fee</u>	<u>\$100</u>	<u>\$100</u>
<u>Still Photography Registration Fee - Annually</u>	<u>\$100</u>	<u>\$100</u>
<u>Still Photography Permit Fee -Daily</u>	<u>\$ 0</u>	<u>\$ 60</u>
<u>Still Photography Permit Rider Fee</u>	<u>\$ 0</u>	<u>\$ 20</u>
<u>Notification Fee - For each film shoot</u>	<u>\$ 0</u>	<u>\$155</u>
<u>Notification Fee - For each still photography shoot</u>	<u>\$ 0</u>	<u>\$100</u>
<u>Monitoring Fee - Hourly, for hours 1-8</u>	<u>\$ 0</u>	<u>\$ 30</u>
<u>Monitoring Fee - Hourly, for hours 9-12</u>	<u>\$ 0</u>	<u>\$ 45</u>
<u>Monitoring Fee - Hourly, over 12 hours</u>	<u>\$ 0</u>	<u>\$ 60</u>

- ~~Application Fee from \$450 to \$625~~
- ~~Still Photography Permit Rider Fee from \$0 to \$20~~

~~The amendment number one to the Film L.A. agreement also allows for the setting of fees to be charged for film permitting services as follows:~~

- ~~Still Photography Permit Fee (Daily): \$60~~
- ~~Notification Fee: \$155 for each film shoot  
\$100 for each still photography shoot~~
- ~~Monitor Fee: \$ 30 per hour for hours 1-8  
\$ 45 per hour for hours 9-12  
\$ 60 per hour over 12 hours~~

~~The Application Rider Fee remains at \$100 and the Still Photography Registration Fee (Annual) remains at \$100.~~

In January 2009, Film L.A. announced the City's permit application fee increase and received very little negative feedback from the filming industry. Film L.A. has reported the following reasons for increasing the permit application fees:

- Film L.A. has not increased its fees in 11 years.
- The increased permit application fees parallel the Consumer Price Index over the 11 year period.
- The above proposed fee structure is the structure for every jurisdiction except the County of Los Angeles.
- ~~• Film L.A.'s client jurisdictions remain the lowest of permitting costs in the greater Los Angeles region.~~
- When a permit has multiple jurisdictions, such as the County of Los Angeles, more complex coordination is required, thus meriting higher fees.
- The demand for film permit coordination has increased during the past 11 years, resulting in increased ancillary costs for Film L.A.

The Auditor-Controller has opined that the fees appear reasonable.

In addition to permit application fees, which are retained by Film L.A., County departments may also charge use fees, which are charged to filming industry customers for filming/still photography on County owned or leased property. Use fees may either be collected by Film L.A. on behalf of County department(s) and remitted to County, or paid directly to the affected County department(s).

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On June 22, 1999, your Board approved a ten-year agreement with Entertainment Industry Development Corporation (EIDC) for the coordination and processing of film and still photography permits on County owned or leased property. Film L.A. subsequently succeeded to the interest of EIDC and assumed all of the rights and obligations of EIDC for the full term of the agreement.

The amendment number one to the current Film L.A. agreement is in compliance with all State, Board, and CEO requirements, with the exception of ~~the two~~ one provisions ~~as~~ discussed below. The amendment number one to the agreement has been reviewed and approved as to form by County Counsel.

The amendment number one to the current agreement would extend the current term for an additional six months, with two optional three month extensions.

The amendment number one contains all applicable legally required provisions. The CEO has determined that this agreement is not subject to: (1) Living Wage Ordinance; (2) Local Business Enterprise Preference Program; or (3) Transitional Job Opportunities Preference Program and, therefore, these provisions are not included in the agreement. CEO Risk Management has reviewed and approved the agreement provisions relating to insurance and indemnification.

Film L.A. has requested the modification of ~~two provisions paragraph one of Section 5 of the amendment number one. to the current agreement. The CEO does not concur with Film L.A.'s request and will only proceed with the modification upon Board approval. A modified amendment to the current agreement responding to Film L.A.'s concerns is attached as "Version B." The following describes the differences in the CEO recommended language and Film L.A. preferred language.~~

Section 5: Records Retention and Inspection/Audit Settlement. In paragraph one, Film L.A. objects to County's ability to "excerpt, copy, or transcribe" Film L.A.'s "proprietary data and information" and suggests that the reference to "proprietary data and information" be removed or that the County just "examine and review," but not "excerpt, copy or transcribe" such materials.

In response to Film L.A.'s concern, and based on consultation with County Counsel and the Auditor-Controller, the CEO modified paragraph one of Section 5 of the amendment number one as follows:

"The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall, during normal business hours (Monday through Friday between 8:00 a.m. and 5:00 p.m.), unless otherwise mutually agreed by Contractor and County, have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, ~~and proprietary data and information,~~ **as well as any other records pertaining to the receipt, disbursement, uses or sources of funds by the Contractor,** shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location."

~~"Version A," the County agreed to add language that Film L.A. may mark materials as "confidential," and to the extent such materials are shielded from public disclosure by the Public Records Act, the County would not release such materials, absent a legal requirement or court order. Should the County need to defend an action on a Public Records Act request for such materials, Film L.A. would agree to defend and indemnify the County. The County's suggested addition, to the standard language was reviewed and approved by the Auditor-Controller. Film L.A. does not concur with these changes.~~

~~Film L.A.'s preferred language is included in "Version B" which provides in Section 5 Records Retention and Inspection/Audit Settlement, paragraph one, deviation from the standard language to address Film L.A.'s concern on "proprietary data and information," by either deleting the reference to "proprietary data and information" or limiting the County's right to "examine and review," but not "excerpt, copy or transcribe" such "proprietary data and information." Should your Board concur with Film L.A.'s preference, you should approve one of the proposed modifications to Section 5, paragraph one in "Version B."~~

~~Exhibit A: Statement of Work, Paragraph Z: Film LA objects to the County provision requiring written notification to all residential and commercial buildings located within 500 foot of the area designated for film crew parking. Film L.A. would like to have the notification requirement set within 200 foot of the area designated for film crew parking. "Version A" contains the CEO recommended notice within 500 foot; "Version B" contains the notice within 200 foot as requested by Film L.A. Should your Board concur with Film L.A.'s preference, you should approve "Version B."~~

Once the City's RFP outcome is known and the County determines how to proceed with regard to a long-term contract for film permitting services, County Code Section 2.118 and related provisions will be revised accordingly to reflect the County's current film and still photography permitting process.

Pursuant to Section 66018 of the California Government Code, prior to adopting a new fee or approving an increase in an existing fee, a local agency shall hold a public hearing. In accordance with Section 6062a of the California Government Code, notice of the hearing shall be published. The County is in compliance with the requirements of these sections.

### **CONTRACTING PROCESS**

Currently, the County and the City contract with Film L.A. for film and still photography permitting services. The City's contract with Film L.A. expires on December 31, 2009. Last year, the City released its RFI. Based upon the response to the RFI and an apparent determination that there was qualified competition to Film L.A., the City issued a Request for Proposals for services on May 5, 2009. The City staff informed the CEO that they are expecting to receive bids from approximately six firms, including Film L.A. The City's RFP process and its outcome have created impacts for the County: First, the City's process has effectively shown that there is competition to handle film and still photography permitting services. Secondly, the County's and City's initial desire to create a one-stop concept to improve local governmental responsiveness to the film industry and

streamline the respective film permitting operations within the County and City can only be continued by waiting for the results of the City's RFP process. The amendment number one to the current Film L.A. agreement addresses both of these issues. Once the City's RFP outcome is known, the County will determine how to proceed with regard to a long-term contract for film and still photography permitting services.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the amendment number one to the current agreement will allow County to continue contracting with Film L.A. for film and still photography permitting services for six months, with two optional three month extensions. There is no impact on current services.

**CONCLUSION**

Upon the Board's approval of amendment number one of the current Film L.A. agreement, please return ~~two~~ three signed Board-approved originals to the Chief Executive Office, Community and Municipal Services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka", with a long horizontal flourish extending to the right.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:LS  
LR:os

Attachment (1)

c: Acting County Counsel  
Auditor-Controller  
Executive Officer, Board of Supervisors

# **ATTACHMENT I**

## AMENDMENT NUMBER ONE TO AGREEMENT FOR SERVICES

This Agreement, originally made and entered into on the 22nd day of June 1999, is amended on this 23rd day of June 2009.

BY AND BETWEEN

COUNTY OF LOS ANGELES  
A body corporate and politic ("County")

AND

FILM L.A. ("Contractor")  
1201 W. 5th Street, Suite T-800  
Los Angeles, CA 90017

### RECITALS

1. **WHEREAS**, the County and Contractor seek to amend the Agreement For Services, in order to extend the term of the Agreement, increase and set permit fees, add legally required provisions and update other provisions;

2. **WHEREAS**, there continues to be a need for and interest in programs, projects and activities designed to encourage filming and expedite the processing of filming permits within the County of Los Angeles to reduce runaway production and to encourage cooperation between residents, merchants and film production companies;

3. **WHEREAS**, the County is authorized to enter into an agreement with private agencies including nonprofit corporations for the operation of County programs and to expend funds for such programs;

4. **WHEREAS**, the County Board of Supervisors has determined that public purposes will be served by entering into this Agreement with the Contractor for the operation of the County film permit function;

5. **WHEREAS**, the Contractor is duly incorporated pursuant to the California Nonprofit Public Benefit Corporation Law and is authorized by law to provide the services and collect fees contemplated by this Agreement;

6. **WHEREAS**, the Contractor is qualified by reason of experience, preparation and organization to provide the services contained within this Agreement;

7. **WHEREAS**, the Contractor has duly performed its obligations under the prior agreement between the Contractor and the County dated June 27, 1995 (the "June 1995 Agreement"), and the Contractor and the County desire to extend the term of the services to be provided by the Contractor an additional ten (10) years, six (6) months, with two (2) optional three (3) month extensions. Modifications to the Scope of Work attached

hereto as Exhibit A are declarative of, and intended only to clarify, the duties and responsibilities given the Contractor pursuant to this Agreement as well as the June 1995 Agreement. In addition, the Contractor and the County have established acceptable practices and procedures for the remittance to the County of film permit-related fees, and any modifications to the provisions relating thereto are intended to harmonize the requirements of this Agreement with the established course of conduct.

**NOW THEREFORE**, in consideration of the mutual covenants, representations, and agreements herein set forth and mutual benefits to be derived there from the parties agree as follows:

### **Section 1. Term of Agreement.**

The term of this Agreement shall commence on July 1, 1999, and shall terminate on December 31, 2009 (such term referred to herein as "Initial Term"), unless terminated earlier in accordance with Section 15 hereof. The County will have the sole option to extend this Agreement term for up to two (2) additional three (3) month periods, for a maximum term of eleven (11) years. Each such extension shall be exercised at the sole discretion of the County Chief Executive Officer or his designee. Any extended period is referred to herein as an "Extended Term." Each extension shall be accomplished by the provision of at least thirty (30) business days prior written notice by the County to the Contractor, prior to the end of the Initial Term or any Extended Term, which notice shall specify the duration of the extended period.

### **Section 2. Activities to be Performed.**

The Contractor shall perform all the services set forth in *Exhibit A - Scope of Work*, to this Agreement, a copy of which is attached hereto and incorporated herein by this reference.

### **Section 3. Consideration.**

For performance of the services required hereunder the County shall allow the Contractor to retain all filming permit application fees (as set forth in Section 8). Out of these fees, the Contractor may compensate itself, including the salaries of officers and employees, and pay for all other expenses and shall maintain any sum in excess of expenses for reserves or shall utilize same in the Contractor's discretion to further the entertainment industry in the County of Los Angeles. Except for use charges that are due to and collected by the County directly from Permittees, Contractor shall collect applicable use charges charged by and due the County in connection with filming activities and disburse such charges to the Auditor-Controller of the County on a once-a-month basis, for subsequent payment to the appropriate County departments, Contractor shall include with remittance a report identifying specific amounts due to specific departments.

To ensure quality of service to the entertainment industry and to the residents of the County of Los Angeles, and to support the mission of County departments in protecting public property and parklands, the Contractor shall on an annual basis review the filming permit application fees and recommend increases or decreases to the County Board of Supervisors for approval; the Contractor is further expressly prohibited from merging or consolidating with any other group or entity without prior formal approval of the County Board of Supervisors.

The use charges shall be based upon amounts as established by the County or an estimate of the cost of the County providing the services to the Permittee, as applicable. Any excess of such estimate and deposit shall be handled in accordance with the film permit general terms, conditions and restrictions.

#### **Section 4. Contract Administration.**

The Chief Executive Officer, of the County of Los Angeles, hereinafter called the "County Contract Administrator," or designee shall have full authority to act for the County in the administration of this contract, consistent with the provisions contained within.

#### **Section 5. Records Retention and Inspection/Audit Settlement.**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall, during normal business hours (Monday through Friday between 8:00 a.m. and 5:00 p.m.), unless otherwise mutually agreed by Contractor and County, have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, ~~and proprietary data and information,~~ as well as any other records pertaining to the receipt, disbursement, uses or sources of funds by the Contractor, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with

the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of the Contractor to comply with any of the provisions of this Section 5 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

## **Section 6. Reporting Requirements.**

The Contractor shall provide a formal annual review and report of the effect of the Contractor's policies and procedures and County contractual requirements as they relate to the attainment of established Contractor and County performance goals. The report will be detailed, as quantitative as possible, and will set forth recommendations for goals, policy adjustments and budgetary adjustments for the following year.

The Contractor shall furnish an addendum to the annual financial statements and annual operating budgets provided to the County which will provide a detailed estimate of the expenditures and revenue required to provide service to the County. The addendum shall include a corresponding statistical analysis of service provided and projected for the following year.

The Contractor shall provide an annual comparative analysis of all fees collected by the Contractor, regardless of jurisdiction. The analysis shall include revenue collected, level of service provided and recommendations for change.

The Contractor shall maintain data relating to the level of service provided. The data shall include, but not be limited to, the number of permit requests and phone calls, the average turnaround time on permit requests, the average costs of permits and customer service quality ratings. The report will comprise data by jurisdiction, County department and type of permit.

All changes to the Contractor phones, pagers, cellular phones, address, office hours and operating policies shall be provided in advance to the County Contract Administrator.

All formal documents submitted to County departments are to be concurrently provided to the County Contract Administrator unless specifically exempted in writing by the County Contract Administrator.

Quarterly summaries, by department and jurisdiction, of permit volume and revenue collections are to be provided to the County Contract Administrator within one (1) month after the end of the quarter.

The County Contract Administrator may require that any advertising copy, brochures, films, multimedia presentations or other such promotional efforts concerned with the County of Los Angeles be submitted to the County Contract Administrator for written approval of the content; County Contract Administrator will provide response within five business days.

#### **Section 7. County Protection From Non-Payment/Collection.**

The Contractor shall collect fees, as estimated by the County of Los Angeles or its departments, associated with permits coordinated by the Contractor on behalf of the County; compensate the County in full for all use charges that the Contractor is responsible to collect and disburse to the County as provided in Section 3 above; continually maintain a sufficient cash reserve to fully reimburse the County for non-payment of such fees by Permittees; and remit such fees (net of any fees refunded to permittees) to the Auditor-Controller no later than thirty (60) days after receiving notification from all County departments of the actual fees assessed by such departments in connection with the permitted filming activities.

After the thirty (60) days, outstanding fees payable by the Contractor to the County will be considered late. After sixty (90) days, outstanding fees will be considered delinquent and subject to surcharge. The surcharge for delinquent fees will be 1% of the delinquent amount. After ninety (120) days, delinquent fees and surcharges will also be subject to interest charges. Interest on delinquent fees and surcharges will be calculated at a rate equal to the current prime rate plus five percent and will be applied from the date of the original permit.

Remission of use fees to the County shall not be reduced by credit card merchant transaction fees or any overhead charges.

Remission of use fees to the County shall be done in U.S. currency and shall not be reduced by the costs associated with the conversion of foreign currency to U.S. currency.

## **Section 8. Permit Fees.**

The Contractor will charge permit coordination fees which do not exceed the following fee schedule:

Application Fee	\$625
Application Rider Fee	\$100
Still Photography Registration Fee (Annual)	\$100
Still Photography Permit Fee (Daily)	\$ 60
Still Photography Permit Rider Fee	\$ 20
Notification Fee	\$155 for each film shoot \$100 for each still photography shoot
Monitor Fee -- hourly rate as follows:	
	\$ 30 per hour for hours 1-8
	\$ 45 per hour for hours 9-12
	\$ 60 per hour over 12 hours

All fees shall be applied equally to all applicants. With the exception of the groups described in Section 3F of the Scope of Work attached hereto as Exhibit A, for which fees are waived, criteria do not currently exist which allow applicants to be charged different rates. No other criteria shall be established which allow applicants to be charged different rates.

## **Section 9. County Access to Contractor.**

The Contractor shall provide priority handling of all phone calls from County staff to Contractor management.

## **Section 10. Record of Complaints.**

The Contractor shall maintain a formal record of all complaints referred to Contractor by the County Board of Supervisors, and County departments. The record shall include time, date, person making the complaint, organization represented, address and telephone number of the person making complaint, detailed description of the problem, location of problem, permit holder, project name, resolution of problem, persons involved in resolution, cost of resolution and any other pertinent data as determined by the County Contract Administrator. The Contractor shall provide reports of the complaint record to the County Contract Administrator whenever requested.

## **Section 11. Competitive Bidding.**

Contractor, prior to entering into any Agreement or making any purchases involving an expenditure of more than ten thousand dollars (\$10,000) related to County services or activities, shall solicit bids by advertisement or other method acceptable to the County Contract Administrator. Contractor shall make reasonable efforts to obtain bids from at least three different parties and shall select the lowest and best responsible contractor on the

basis of such bids as they are received. Any such bid or proposal received should be documented and maintained by the Contractor for audit purposes. Notwithstanding the foregoing, Contractor shall reserve the right to reject all such bids.

## **Section 12. Indemnification.**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

Without limiting the foregoing, and prior to the issuance of any permit, Contractor shall ensure that the permit applicant (and/or its Insurer) agrees to defend County, Contractor and their respective elective officials, directors, officers, agents, employees and volunteers (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of the filming permit, the provision of services by Indemnitees (or any of them) in connection with the filming permit, and the activities carried out pursuant to the filming permit. Permit applicant (and/or its insurer) also shall agree to indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings.

## **Section 13. General Insurance Requirements.**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 13 and 14 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy,

shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Chief Executive Office / Community Municipal Services  
500 West Temple Street, Room 723  
Los Angeles, CA 90012

Attention: Robert Moran, Project Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

### **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on

behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

### **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

### **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

### **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

### **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

## **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

## **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

## **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

## **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

## **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

## **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

## County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### Section 14. Insurance Coverage.

**Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**Crime Coverage**A Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

## **Permittee Insurance**

Without limiting the foregoing insurance coverage requirements of Contractor, and prior to the issuance of any permit, Contractor shall require that the permit applicant provides and maintains the following programs of insurance:

- Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), with limits of not less than \$1,000,000, naming the County of Los Angeles and its agents as an additional insured, as follows:

"Additional Insured" endorsement: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "County and its Agents") shall be provided additional insured status under the permit applicant's General Liability policy with respect to liability arising out of the permit applicant's ongoing and completed operations.

- Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000 per accident.
- Automobile Liability insurance, as follows:
  - I. Where permit applicant, and/or any of its representatives, agents and employees, will use his/her own car(s) in the performance of the film/still photography activities, insurance which meets or exceeds the California State minimum requirement as set forth in California Insurance Code section 16056 (currently \$15,000/\$30,000).
  - II. Where permit applicant, and/or any of its representatives, agents and employees, will use, in the performance of the film/still photography activities, a vehicle(s) driven by an operator who must maintain a California commercial drivers license (CDL), or a Class A or B license, a license with a special endorsement, or a special certificate, per federal or State law (i.e., anything other than the California non-commercial Class C license aka the Basic Class C), insurance with limits of not less than \$1,000,000 per accident.

Contractor shall obtain from the permit applicant a certificate of insurance confirming that the above insurance is in effect and will remain in effect at all times during which filming or still photography, pursuant to the issued permit, will occur. Each certificate must include a thirty (30) day notice of cancellation provision (ten (10) days for non-payment of premium.)

## **Section 15. Termination.**

Notwithstanding any other provision contained herein to the contrary, County or Contractor may terminate this Agreement upon thirty (30) days prior written notice to the

other party, subject to all provisions for statements, audits, payments, or refunds contained in this Agreement, County Contract Administrator is hereby empowered to give said notice. County may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funding for the Agreement activity, upon failure to procure or maintain insurance as required in Section 13, upon Contractor's merger or consolidation with any other entity, or upon the occurrence of any business decision that significantly alters the staffing, composition of the Board of Directors or any other similar occurrence, or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. In such event the Contractor and County shall be compensated for all services rendered and all necessarily incurred costs performed in good faith and in accordance with the terms of this Agreement that have not been previously reimbursed, to the date of said termination to the extent that funds are available. Further, at termination the County will release the Contractor from any obligations under any lease or sublease of space from the County utilized by the Contractor.

#### **Section 16. Notices.**

The following address shall serve as the places to which notices and other correspondence between the parties shall be sent:

Contractor's Address: Film L.A.  
1201 West 5th Street, Suite T-800  
Los Angeles, CA 90017

County's Address: County of Los Angeles  
Chief Executive Office / Community and Municipal Services  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 723  
Los Angeles, CA 90012

Attention: Robert Moran

#### **Section 17. Incorporation of Exhibits, Precedence of Documents.**

- (a) Hereby incorporated by reference into this Agreement are Exhibits A, B, C, D, E, and F which are attached hereto.

Exhibit A	Scope of Work
Exhibit B	Code of Conduct
Exhibit C	INTENTIONALLY LEFT BLANK
Exhibit D	General Terms, Conditions and Restrictions
Exhibit E	Contractor's EEO Certification
Exhibit F	Jury Service Program

- (b) In the event of an inconsistency between any of the provisions of this Agreement and/or appendices hereto, the inconsistency shall be resolved by giving precedence in the following order:

1. Provisions of this Agreement
2. Exhibit A Scope of Work
3. Exhibit B Code of Conduct
4. Exhibit C INTENTIONALLY LEFT BLANK
5. Exhibit D General Terms, Conditions and Restrictions
6. Exhibit E Contractor's EEO Certification
7. Exhibit F Jury Service Program

#### **Section 18. Non-Discrimination and Affirmative Action.**

The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

The Contractor shall certify to, and comply with, the provisions of *Exhibit E - Contractor's EEO Certification*.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 18 when so requested by the County.

If the County finds that any provisions of this Section 18 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

#### **Section 19. Citizenship and Alien Status.**

a. The Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Public law 99-603, (8 USC §§1324a et. seq.).

b. The Contractor shall obtain from all covered employees performing services hereunder all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist, and as they may hereafter be amended. The Contractor further agrees to retain such documentation for all covered employees for the period prescribed by law.

#### **Section 20. Intentionally Left Blank**

#### **Section 21. Monitoring and Evaluation.**

The County may monitor, evaluate and provide guidance to the Contractor in the performance of this Agreement. Authorized representatives of the County shall have the right of access to all activities, records and facilities operated by the Contractor under the Agreement. Records include all files, accounting records, and other documents related to the performance of this Agreement. All such records shall be subject to audit and inspection; County will be entitled to produce copies of any such documents. Facilities include any area where the filming permit function is performed. Activities include attendance at meetings of the staff, the Board of Directors and observation of on-going program functions. The Contractor will ensure the cooperation of its staff and board members in such efforts. The County Contract Administrator or designee may periodically conduct program progress reviews, These reviews will focus

on the extent to which the planned program has been implemented, the measurable goals achieved, the effectiveness of program management, and the impact of the program.

## **Section 22. County's Quality Assurance Plan.**

The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or take other action as specified in this Agreement.

## **Section 23. Gratuities.**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may negatively affect the County's consideration of the proposer's submission. A proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

## **Section 24. Termination for Improper Consideration.**

The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County

manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**Section 25. Termination for Non-Adherence of County Lobbyist Ordinance.**

The Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor, any subcontractor, or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**Section 26. Consideration of GAIN/GROW Program Participants.**

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

**Section 27. Contractor's Warranty of Adherence to County's Child Support Compliance Program.**

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of the Contractor to maintain compliance with the requirements set forth in this Section 27 shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which the County may terminate this Agreement for default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **Section 28. Compliance with Applicable Laws.**

This Agreement shall be construed in accordance with and governed by the laws of the State of California. The parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives insofar as they pertain to the performance of this Agreement.

#### **Section 29. Independent Contractor.**

All parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be agents or employees of the other party for whatever purpose.

#### **Section 30. Amendments.**

This Agreement, with exhibits, embodies the whole of the Agreement of the parties hereto. There are no agreements not contained herein. Except as herein provided, addition or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement approved and executed by the Contractor and the County Board of Supervisors.

#### **Section 31. Severability.**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

#### **Section 32. Compliance with the County's Jury Service Program.**

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit F* and incorporated by reference into and made a part of this Agreement.

#### **Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program

(Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five business days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 business days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

### **Section 33. Contractor Responsibility and Debarment Responsible Contractor.**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

#### Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

#### Non-responsible Contractor

The County may debar the Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Chief Executive Officer will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Chief Executive Officer shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five (5) years, that contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: FILM L.A., INC.

By Paul Audley  
Name Paul Audley  
President  
Title \_\_\_\_\_

COUNTY OF LOS ANGELES

By Don Knabe  
Don Knabe  
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smitherman

By Lachelle Smitherman  
Deputy

APPROVED AS TO FORM:

Robert E. Kalunian  
Acting County Counsel

By Richard Bloom  
Richard Bloom  
Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

9

JUN 23 2009

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

## SCOPE OF WORK

### 1. **Definitions**

1.1 Hereinafter the following terms will be used:

- A. Film L.A. will be referred to as "Contractor."
- B. The County of Los Angeles will be referred to as "County."

### 2. **Purposes and Beneficiaries**

2.1 The purpose of this Agreement includes:

- A. Coordinate the issuance of film permits in a centralized manner;
- B. Coordinate the issuance of film permits so as to assure that filming will be conducted at such times and in such manner as to cause a minimum of interference with neighborhood and merchant districts;
- C. Develop and implement community outreach programs for residential and commercial districts on a proactive basis;
- D. Improve actions relating to motion picture, television, and photography activities for the Los Angeles County area;
- E. Market and promote Los Angeles County to the entertainment industry;
- F. Develop programs that enhance and retain jobs in all segments of the entertainment industry including multimedia and other new emerging technologies.

### 3. **The Contractor shall:**

- A. Coordinate with all County departments the approval and issuance of all use permits required using all property for filming belonging to, or under the control of, the County only as specifically authorized by the terms of this Agreement, and in compliance with all applicable County codes, policies and procedures;
- B. Coordinate with County departments the approval and issuance of permits for on-location filming in accordance with the terms of applicable County codes, policies and procedures regulating the issuance of such permits;

- C. Coordinate and review the issuance of permits for on-location filming on private property in the County in accordance with the terms of applicable County codes, policies and procedures regulating the issuance of such permits;
- D. Develop filming guidelines for areas that are heavily impacted due to the amount of filming that occurs or due to the physical limitations of the location, in consultation with the respective elected officials, affected County departments, and with appropriate community representatives;
- E. Collect all use fees due County departments as required by County ordinance and in accordance with established County procedures, except for those use fees that are due to or collected by the County directly from Permittees; such fees must be collected from Permittees prior to issuance of permits;
- F. Remit to County use fees collected on behalf of County departments in connection with film permits; fees due the County cannot be waived without Board of Supervisors approval, except for:
  - Los Angeles City and County agencies (with respect to all fees other than road use fees);
  - Other government agencies and not-for-profit organizations qualified under Internal Revenue Code § 501(c) (appropriate documentation, including IRS exemption number required);
  - Students of recognized educational institutions (full-time enrollment verification required);
  - Members of the press; and
  - Cable television public access users.
- G. Mediate disputes that arise between production companies and residential and merchant districts as a result of the impacts of on-location motion picture production;
- H. Develop and implement community relations/outreach programs (including advance notification programs) that work to reduce negative impacts of filming on communities;

- I. Develop and encourage the industry to adhere to a "code of conduct" identifying specific behavior that companies should strive to maintain including: adherence to permit details, maintenance of a low noise level, observance of designated parking areas, no trespassing onto neighbors' property observance of designated smoking areas, adherence to common sense, good taste and details as specified in *Exhibit B - Code of Conduct*, which will be attached to all permits issued;
- J. Coordinate the issuance of and investigate compliance with film permits so as to ensure that filming will be conducted consistent with public health, safety and general welfare; at such times and in such a manner as to cause a minimum of interference with neighborhood and merchant districts; and in accordance with the permit terms and conditions attached as Exhibit D and applicable County ordinances and regulations;
- K. Investigate complaints (including complaints relating to filming activities and compliance with permit terms and conditions and other applicable laws and regulations) and assist in the resolution of disputes relating to such complaints as well as any disputes between the film industry and County departments concerning filming in the County of Los Angeles;
- L. Upon receiving reports or otherwise learning of actual or possible violations of permit terms and conditions, after notice to the County's Contract Administrator, take any action authorized by the terms of the permit as well as any other action that Contractor in the exercise of its judgment and discretion deems appropriate to protect the public health, safety and general welfare; to minimize filming's impacts on neighborhood and merchant districts; and to implement the policies and requirements of applicable County codes and policies regulating on-location filming or the issuance of permits for on-location filming, including without limitation, (i) suspending or revoking permits; (ii) imposing additional terms or conditions on permits; (iii) pending investigations into possible permit violations, refusing to process other permit applications made by or on behalf of parties involved in the conduct or potential violation under investigation; and (iv) refusing to process future applications by or on behalf of permit violators.
- M. Develop and administer programs to promote the development of the filming industry in the County of Los Angeles;
- N. Cooperate with other governmental agencies seeking to promote the development of the film industry in the County of Los Angeles;
- O. Cooperate with other efforts to promote the image of the County of Los Angeles;

- P. Periodically review and recommend, if necessary, changes in the schedule of application fees to fully recover all costs involved in the operations of the film office;
- Q. Provide technical assistance and resources to individuals or organizations submitting permit applications and otherwise desiring to conduct a motion picture, television, or photography business in the County of Los Angeles;
- R. Consult with and advise County departments, the County Board of Supervisors and the County Contract Administrator in all matters relating to filming, including, but not limited to, recommended changes and improvements in fees, legislation, policies, procedures and methods;
- S. Coordinate with County agencies and departments the periodic review of the County's filming permit processing system and make recommendations to the County Board of Supervisors regarding the ways to increase the system's efficiency and effectiveness;
- T. Perform other duties as may be prescribed by the County Board of Supervisors;
- U. Provide a process for community input and complaint resolution; develop performance standards and operating guidelines for complaint resolution;
- V. Develop records, reports and statistical data including, but not limited to, types and number of permits, area filming schedules, complaints, and violations;
- W. Develop and implement programs and services to assist in retaining and promoting the entire entertainment industry in the County of Los Angeles;
- X. The Contractor shall consult with the industry and the County Contract Administrator and provide a system for fair, objective and constant evaluation, monitoring and improvement of customer service levels.
- Y. The Contractor will provide location assistance to the industry as a method of better distributing filming within the County of Los Angeles.
- Z. The Contractor shall provide written notification to all residential and commercial buildings within 500 feet of the filming location and within 500 feet of the production related parking. Notices shall be distributed at least 24 hours prior to commencement of filming/still photography. When notifying residents in areas where the posting of 24 hour advance notice is not feasible, Contractor shall contact the County Board of Supervisors' office in whose district filming/still photography is being considered and, if and as approved by the County Board of Supervisors' office, provide personal and/or e-mail notice.

The notice shall include:

- name of company
- name of production
- kind of production (e.g., feature film, movie of the week, tv pilot, etc.)
- type of activity and duration (i.e., times, dates, and number of days, including prep and strike)
- company contact (first assistant director, unit production manager, location manager)

The Code of Conduct (Exhibit B) shall be attached to the filming notification which is distributed to the neighborhood.

- AA. The Contractor shall assign monitors on an as-needed basis. The Contractor shall determine the level of monitoring required for each assignment, provide justification for the number of monitoring hours needed, and properly document such information for review if requested by County Contract Administrator.

## FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

**TO OUR COMPANIES:** Filming on location generally means utilizing property that is someone else's house, store, etc., or a public street, sidewalk or other facility. Production company personnel are guests in such places, and are obligated to conduct themselves as such, and treat the public and the location with courtesy. It should not be expected that everyone in the surrounding environment will alter their lives to accommodate the needs of film production. If we do not all work toward improving our relationship with the local communities in which we work, more production will leave Southern California, resulting in fewer jobs for all.

**TO THE PUBLIC:** If you find this production company is not adhering to the Filmmaker's Code of Professional Responsibility, please call FilmL.A. at **(213) 977-8600**. If calling after normal business hours, you will still be able to report your concerns to a FilmL.A. staff member.

1

The Filmmaker's Code of Professional Responsibility will be attached to every permit, and must be shown to any member of the public who asks.

2

Production companies arriving on location in or near a residential neighborhood should enter the area no earlier than the time stipulated on the permit, and park one by one, turning engines off as soon as possible. Cast and crew must observe designated parking areas.

3

When production passes that identify employees are issued, every crew member must wear the pass while at the location.

4

Moving or towing vehicles is prohibited without the express permission of the municipal jurisdiction or the vehicle owner.

5

Production vehicles may not block driveways without the express permission of the municipal jurisdiction or the driveway owner.

6

Meals must be confined to the area designated in the location agreement or permit. Individuals must eat within the designated meal area. All trash must be disposed of properly upon completion of the meal.

7

Removing, trimming and or cutting of vegetation or trees is prohibited unless approved by the owner, or in the case of parkway trees, the local municipality and the property owner.

8

All catering, crafts service, construction, strike and personal trash must be removed from the location.

9

All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of the location, unless stipulated otherwise by the location agreement or the permit.

10

When departing the location, all signs posted to direct the company to the location must be removed.

11

Noise levels should be kept as low as possible. Generators should be placed as far as practical from residential buildings. **Do not let engines run unnecessarily.**

12

All members of the production company should wear clothing that conforms to good taste and common sense. Shoes and shirts must be worn at all times.

13

Crew members must not display signs, posters or pictures that do not reflect common sense and good taste.

14

Cast and crew are to remain on or near the area that has been permitted. **Do not trespass onto a neighboring resident's or merchant's property.**

15

Cast and crew must not bring guests or pets to the location, unless expressly authorized in advance by the production company.

16

Designated smoking areas must be observed, and cigarettes must always be extinguished in butt cans.

17

**Cast and crew must refrain from using lewd or offensive language within earshot of the general public.**

18

Cast and crew vehicles parked on public streets must adhere to all legal requirements unless authorized by the film permit.

19

Parking is prohibited on both sides of public streets unless specifically authorized by the film permit.

20

The company must comply with the provisions of the permit at all times.

INTENTIONALLY LEFT BLANK

## GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. **AUTHORITY** -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.
  2. **PERMIT REQUIREMENT** -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.
  3. **RIDERS** - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.
  4. **COMPLIANCE WITH LAWS** -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, including standards of care in carrying out the activities that are the subject of this permit (the "Permit Activities"). Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.
  5. **INSURANCE** -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.
  6. **INDEMNIFICATION** -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.
  7. **CONSIDERATION** -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than \$100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than \$100. Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee.
  8. **AUTHORITY TO REVOKE/CANCEL** -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.
- Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.
9. **LIMITATION OF LIABILITY** -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.
  10. **ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY** -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, whose representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

We hereby accept this permit and agree to abide by all the terms and conditions herein.

PERMITTEE:

Address of permittee:

Company

By \_\_\_\_\_  
who hereby personally covenants, guarantees and warrants that he or she has the power to obligate permittee to the terms and conditions of this permit.

FilmL.A., Inc.

Date

**CONTRACTOR'S EEO CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☐ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☐ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☐ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☐ No ☐

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date

**Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
  - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five business days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**Re: Letter of Clarification**

Reference is made to that certain agreement by and between the County of Los Angeles (the "County") and The Entertainment Industry Development Corporation (the "Predecessor"), the predecessor entity to FilmL.A., Inc. (together with County, the "Parties"), adopted as of June 22, 1999 (the "Agreement") by the Los Angeles County Board of Supervisors (the "Board") and effective as of July 1, 1999.

Whereas, FilmL.A., Inc. has succeeded to the interest of the Predecessor, and has assumed all of the rights and obligations of the Predecessor under the Agreement for the full term of the Agreement; and

Whereas, it was the clear intent of the Parties to enter into a ten (10) year agreement, with a term extending from July 1, 1999 to June 30, 2009, such intent being reflected in Paragraph 6 of the Agreement, as well as in the attached minutes of the Board hearing dated June 22, 1999; and

Whereas, the Parties inadvertently identified June 30, 2008 as the termination date in Section 1 of the Agreement.

Now, therefore, the Parties do hereby clarify that the term of the Agreement shall extend to June 30, 2009, unless terminated earlier in accordance with the applicable terms and conditions of the Agreement.

This letter of clarification shall become part of the Agreement.

Date: 6/23/08

COUNTY OF LOS ANGELES

*John A. Hanner*  
Executive Officer, Board of  
Supervisors

Date: 5/19/2008

FilmL.A., Inc, successor entity to The  
Entertainment Industry Development  
Corporation

*Michael J. Bennett*  
Michael J. Bennett, CFO  
Interim President